

David N. Mair [DM-8883]
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DATE FILED: 3/12/08

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
TIMOTHY SKENNION,

07 cv. 7466

Plaintiffs,

-against-

EMAIL DATA SOURCE, INC.,

Defendant.
-----X

STIPULATION AND ORDER OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the plaintiff, Timothy Skennion, and Defendant, Email Data Source, Inc., and ordered by the Court, that the plaintiff's claims against defendant are hereby resolved and this action is hereby dismissed, with prejudice, on the following terms and conditions:

1. Defendant shall pay plaintiff the total sum of \$87,635 ("Settlement Amount") by delivering to plaintiff's undersigned counsel checks made payable to plaintiff pursuant to the following schedule:

(a) Defendant shall deliver payment of \$5,619 on or before March 14, 2008;

(b) Beginning on April 4, 2008, and continuing on or before the 4th day of each month for 11 months thereafter, EDS shall deliver a total of 12 monthly

payments of \$6,314.08 for a total of \$75,769; and

(c) Defendant shall deliver payment of an additional \$6,247 simultaneously with the last monthly payment referred to in paragraph 1(b) hereof.

2. In the event that defendant fails to make any portion of the Settlement Amount within five days after written notification is provided to defendant's counsel that defendant has failed to make a payment required by paragraph 1 hereof, or that such a payment is not honored by the bank upon which it is drawn, then plaintiff may, at his option and with no further notice to defendant, accelerate the due date of the entire remaining balance of the Settlement Amount, declare that sum immediately due and payable, and present for docketing and entry with the Clerk of Court, together with an appropriate declaration or affidavit of counsel if necessary, a judgment against defendant in the form annexed as Exhibit A in the amount of the Settlement Amount less the sum of any payments that defendant has made to that date, which judgment plaintiff shall thereafter be entitled to enforce forthwith.

3. Simultaneously with the execution hereof, the parties shall exchange general releases in the form annexed hereto as Exhibit "B", provided that the general release in favor of defendant shall be held in escrow by its counsel pending payment to plaintiff of the total sum of \$87,635 as set forth in paragraph 1 hereof.

3. Neither party hereto shall make disparaging statements concerning the other party.

4. The parties shall not take any actions or make any statements to publicize the terms of this settlement agreement other than to inform third parties that this action has been settled.


5. Plaintiff agrees that he will comply with those provisions of the Confidentiality and Non-compete Agreement entered into between the parties as of March 23, 2006, that relate to the preservation as confidential of all trade secrets, confidential knowledge, data or other proprietary information relating to defendant's products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the defendant or any of its employees, clients, consultants or licensees.

6. This Court shall retain jurisdiction to enforce the terms of this Stipulation and Order, including to enter judgment against defendant as provided for herein.

Dated: New York, New York
March 10, 2008

Kaiser Saurborn & Mair, P.C.
Attorneys for plaintiff

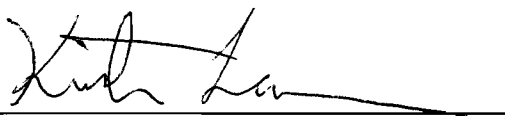
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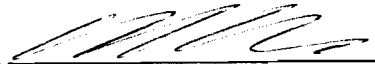
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Drohan Lee & Kelley LLP
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By:



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SO ORDERED: *The Clerk of Court is directed to withdraw any pending motions and to close this case.*

3-12-08
DATE VICTOR MARRERO, U.S.D.J.